

Addendum No. 1
Town of Acton Request for Proposals
Curbside Collection of Solid Wastes and Recyclables
Addendum Date: Dec. 1, 2004

1. Introduction

A. Summary of Request Paragraph 1, Bulleted Point 4 / (Page 1).

Change From:

- Invoicing the approximately 5,300 residential units for the portion of the curbside collection cost not paid directly by the Town. Proposer will also be responsible to bill each residential unit directly for on-call pick-up service of bulky items including CRT's.

Change To:

- Invoicing to and collection from the approximately 5,300 residential units for the portion of the curbside collection cost not paid directly by the Town. (As part of the process of moving to curbside collection of solid wastes and recyclable materials pursuant to this RFP, the Town is proposing to adopt a Bylaw pursuant to which all costs of this contract (less any amount that the Town may appropriate for a given year to defray Solid Waste Collection costs, less any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events) shall be borne by the owners of those properties receiving Solid Waste and Recyclable Materials Collection services under the contract. See **Exhibit 9** attached. The award of this contract is conditional upon the adoption of this Bylaw at the spring 2005 Annual Town Meeting in substantially the form presented.) Proposer will also be responsible to bill and collect from each residential unit directly for on-call pick-up service of bulky items including CRTs.

III. Service Description

A. Curbside Collection Hauling and Disposal of Solid Waste

B. Curbside Collection of Recyclables

6. Collection Containers (pages 14 and 15)

Change From:

6. Collection Containers

The Contractor shall provide one (1) recycling container to each residential unit. Additional recycling containers will be provided to residents as requested directly by the resident. The Proposer shall submit specification of the proposed residential recycling container to the Director of Public Works shall determine the recyclable containers and/or roll-offs needed for the Town buildings, properties, facilities and events. The Contractor shall be responsible to store additional containers and provide distribution of the containers at the commencement of the contract and as needed during its duration. At no time shall the contractor charge residents for recycling containers.

Change To:

6. Collection Containers

The Contractor shall provide one (1) recycling container to each residential unit. Additional recycling containers will be provided to residents as requested directly by the resident. The Proposer shall submit specifications of the proposed residential recycling container to the Director of Public Works for approval. The Proposer and the Director of Public Works shall determine the recyclable containers and/or roll-offs needed for the Town buildings, properties, facilities and events. The Contractor shall be responsible to store additional containers and provide distribution of the containers at the commencement of the contract and as needed during its duration. At no time shall the contractor charge residents or the Town for recycling containers.

Proposer Data Form (Pages 2, 3, 4)

Proposed Form of Contract (Exhibit 3, pages 3-5; Exhibit 4, pages 3-4)

Change From:

“Years 9-12” and “Years 1-12” (as applicable wherever they appear).

Change To:

“Years 9-11” and “Years 1-11” (as applicable wherever they appear).

NOTE: It is anticipated that a revised Proposer Data Form will be issued with the Town’s second Addendum when the Town responds to the questions presented at the Pre-Bid Conference. The Proposed Forms of Contract will be corrected prior to execution.

Submitted by:

Bruce Stamski, P.E.

Town Engineer/Director of Public Works

Addendum No. 2
Town of Acton Request for Proposals
Curbside Collection of Solid Wastes and Recyclables
Addendum Date: Dec. 15, 2004

RESPONSES TO QUESTIONS FROM BFI IN 12/6/04 LETTER

By letter dated December 6, 2004, BFI posed the following questions to which the Town provides the following answers:

- 1) *Page 11 of 28 states that the contractor is to provide a mail-out to each resident twice per year, in addition to an initial mail-out. Is this amount of mail-outs necessary, since the costs would be added to the annual collection costs?*

Answer: Yes, this number of mailings is necessary.

- 2) *Page 14 of 28 lists the plastics to be collected as numbers 1-7. Plastics 3-7 have no recycling value, and the miniscule volumes only add to the cost of processing. Can plastics 3-7 be eliminated from the recycling program? Many items manufactured as plastics 1-7 are not acceptable at many processing centers.*

Answer: No. Plastics 3-7 cannot be eliminated from the recycling program. The Town presently recycles 1-7 plastics. There is no reason to change.

- 3) *Page 14 of 28, Section 6, states that vendor must provide recycling bins and replacements. The way the RFP is worded, residents could conceivably request bins constantly with no limit. Can a limit be established on the amount of bins to be provided annually, after the initial distribution? Or for an additional charge should a resident want multiple bins?*

Answer: The contractor shall supply two recycling container per residential unit free of charge. The contractor shall specify the fee (if any) it proposes to charge residents for extra containers or replacement containers. See the revised Proposer Data Form attached hereto.

- 4) *Page 15 of 28 Section 8 contains language regarding educational assistance, which is very vague. Can this be clarified?*

Answer: The Contractor shall provide recycling educational information and regulatory updates that will be included in the semi-annual mailings. This information shall be written in plain English so the average person can understand it.

- 5) *Page 16 of 28 Sections C. This Section refers to roll-offs, however, the price submittal forms do not include an area to provide itemized pricing for roll-offs.*

Answer: Alternates 1B and 2 require the contractor to provide containers that meet the needs of the various buildings and town events. The Contractor shall review each alternate, determine what it believes is necessary, and provide with its proposal an itemized list of the size, type and location of containers to be supplied within its price proposal based upon the Contractor's judgment. The Contractor shall also provide with its proposal an itemized list of additional containers (not covered by its price proposal) and the amounts proposed to be charged for use of such containers and the applicable interval (e.g. dollars per calendar month). The lists will be reviewed, modified and/or approved during contract negotiations.

- 6) *Page 17 of 28 Section C and Page 13 of Section 4 refers to liquidated damages. Who is going to monitor or verify that a resident's waste was missed, and is not a late putout?*

Answer: The Town will assess liquidated damages based on the facts as they are known at the time. See also section 16 of Exhibits 3 and 4.

- 7) *Page 18 of 28 Section H states that the vendor assumes all environmental risks/change in laws. Why no Change in Law provision in the event that the change in law results in additional costs that can be passed on to the resident, since the Contractor has no control over a Change in Law?*

Answer: The Town stands by the provision in the RFP.

- 8) *Can we qualify our responses regarding the collection of bulky items and white goods, establishing a weekly limit?*

Answer: No.

- 9) *Can the Town specify the size of containers for all municipal buildings required, by location?*

Answer: See answer to question 5.

- 10) *Can a resident opt out of the curbside collection program?*

Answer: This will depend on whether or not the Town Meeting adopts (with or without amendments) the proposed Bylaw attached to the RFP as Exhibit 9.

- 11) *Does the Town offer any recourse or support if a resident fails to pay for services?*

Answer: The Town is proposing to adopt a Bylaw pursuant to which allowable costs of the contract (less any amount that the Town may appropriate for a given year to defray Solid Waste Collection costs, less any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events) shall be borne by the owners of those properties receiving Solid Waste and Recyclable Materials Collection services under the contract based on the methodology set forth in Sections H.3 and H.4 of the draft Bylaw. See Exhibit 9 attached to the RFP. It will be the responsibility of the Proposer to collect those costs from the owners of the properties benefited by collection services. Section H.8 of the draft Bylaw provides a collection authorization provision. See also Exhibits 3 and 4, Section 3. See also Answer 26, *infra*.

12) Who establishes the charge to the resident?

Answer: Assuming the Bylaw (RFP Exhibit 4) is adopted, the Board of Selectmen would establish a fee schedule for services received under the Solid Waste Collection Contract, annually for each fiscal year pursuant to the Bylaw, taking into account any amount that the Town Meeting may appropriate for that year to defray Solid Waste Collection costs, and any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events.

13) Can residents use their own barrels, in lieu of a toter?

Answer: The Proposer shall provide one (1) 96-gallon solid waste container as approved by the Director of Public Works to each residential unit. The Contractor shall be responsible to store additional containers and provide distribution of the containers at the commencement of the contract and as needed during its duration. A 96-gallon toter, should be sufficient for most residential units, and a second toter can be requested from the Contractor. (The Proposer shall indicate in its response what fee it proposes to charge (if any) for each additional or replacement 96-gallon solid waste container provided to a residential household unit. See Revised Proposer Data Form attached hereto.) An occasional overflow to another container other than the one(s) provided would be acceptable. If a resident is a chronic "over user," the Contractor shall inform the Town and the Town will investigate whether any action is warranted. The Contractor would be authorized to encourage households with legitimate needs to obtain a second toter from the Contractor.

14) Is there a limit on the volume of trash that a resident can place curbside? With the provision of a toter, can a resident place additional waste at the curb?

Answer. There is no limit on the volume of acceptable waste that a resident can place curbside; however, the proposed Bylaw (a) makes it a punishable offense for a "any person, firm or entity to leave for curbside collection by the Town's

Solid Waste Collection Contractor any (i) septage or sewage, (ii) manure, (iii) Demolition Debris, (iv) Industrial Wastes or wastes from any Commercial Establishment, (v) any items on the State's DEP "waste ban" list, and/or (vi) any used motor oil, car batteries, paint, automobile parts, or other hazardous wastes as defined by law" (see Exhibit 9, Section H.6), and (b) provides that bulky items shall be charged (see Exhibit 9, Section H.5). See also Answer 13.

- 15) *Page 23 Section 26 of Contract states that contractor must make paper bags available for yard waste collection. Since many retailers now carry yard waste bags, can this provision be eliminated from the specifications, as we have no control over a retail operation stocking this item?*

Answer: The Contractor in its semiannual mailings will inform the public where they can buy the suitable bags locally.

- 16) *Page 23 Section 26 of Contract states that residents can use plastic bags for yard waste, and contractor must separate plastic from yard waste at the curb. Can this provision be eliminated from the specifications, as all yard waste programs in Massachusetts require paper biodegradable bags of marked barrels for collection?*

Answer: The proposed Contract provides: "The Contractor shall collect loose leaves and yard waste from whatever receptacle the resident uses; provided however that the Contractor shall not collect leaves in plastic bags. The Contractor may either rip open the plastic bags and empty the leaves into the hopper and store the discarded plastic bags in an appropriate container on the vehicle, or tag the bags with an explanation to the owner as to how to conform to leaf collection requirements." See Exhibit 3, Section 26. The Contractor in its semiannual mailings will encourage the use of biodegradable paper bags or containers, inform the public where they can locally buy the suitable bags for leaf collection, and discourage the use of plastic bags for leaf collection. No amendment is necessary.

- 17) *Page 25 of Contract lists Christmas trees and mattresses as trash. If the town does not privatize the transfer station, will they be accepted there? A Christmas trees allowable for solid waste collection if they are placed at curb after the week of Christmas tree collection?*

Answer: Exhibit 7 in the proposed contract specifies Christmas trees will be collected the second week of January on the regular trash day. The Contractor should plan accordingly and inform residents of that schedule with its written notice to residents.

- 18) *Should we assume that in every collection scenario that the solid wastes will be transported to the Towns' Transfer Station?*

Answer: No. If the Transfer Station is not operated by the Town or if the Proposer is not awarded both the Curbside Collection Contract and the Transfer Station Contract, then the operator of the Transfer Station (if it continues to exist) would be neither the Town nor the Proposer. As a result, there is no assurance that the solid wastes collected under the Curbside Collection Contract would be transported to the Towns' Transfer Station in these circumstances. If the Transfer Station continues to be operated by the Town, the Transfer Station would - on mutually acceptable terms - accept the residential solid wastes collected pursuant to the Curbside Collection Contract. If the Proposer is awarded both the Curbside Collection Contract and the Transfer Station Contract, the Proposer would decide for itself whether to accept at the Transfer Station the residential solid wastes which it collects within the Town under the Curbside Collection Contract.

- 19) *Page 33 of Contract lists roll-off containers for tires and scrap metal. Can pricing be submitted based on an "as-needed" basis? Who is responsible for the disposal costs associated with the tires?*

Answer: The Contractor can propose fixed pricing for tires and scrap metal disposal on an "as-needed" basis. The Contractor is responsible for all disposal costs associated with the tires and scrap metal. The Contractor assumes the risk of market price fluctuations.

- 20) *Page 33 of Contract lists a container at the Waste Water Treatment plant. Is this for solid waste only? (no sludge or biosolids?)*

Answer: Yes, solid waste only (no sludge or biosolids).

- 21) *Page 33 of Contract Section 3 states barrels with covers. Can these be toters?*

Answer: Toters are acceptable as long as the toters have covers and can be chained in place to prevent vandalism.

- 22) *Page 35 of Contract refers to special events. Is Sunday service required?*

Answer: Yes, if the event falls on a Sunday.

- 23) *Page 35 of Contract refers to private parties who hold functions on municipal properties. Can you be more specific on what these private functions would consist of?*

Answer: Weddings, corporate functions, Boy and Girl Scout programs, etc.

- 24) *Page 39 of Contract refers to yard waste site. Would there be negotiations to cover additional transportation costs should the town site close?*

Answer: No, not if the replacement site is located within the Town of Acton. . If the Proposer seeks to charge additional transportation costs in other circumstances the proposal must be included in its response.

25) Can Contractor submit an alternate proposal for Bi-Weekly recycling?

Answer: No.

26) In the event that the Contractor must bill the resident, can the Contractor bill quarterly, in advance, for the service. This is customary for private subscription service.

Answer: Yes, unless the Bylaw ultimately adopted by the Town prescribes otherwise. The Contractor should indicate in its response if it is interested in this option. If the proposal is accepted, conforming adjustments would be made to the proposed form of contract to allow this.

27) Section 9, Page 5, Section H4, Section 9 refers to Pay As You Throw (PAYT). Does the Town plan to implement a PAYT program during the duration of the contract?

Answer: Under the proposed Bylaw (if adopted) (Exhibit 9, Section H.9), for each fiscal year:

- (i) the Board of Selectmen may determine that the fee chargeable for a single residential unit under a Solid Waste/Recyclable Materials Collection Contract shall be equal to (a) the total contract cost for the fiscal year (excluding costs for Bulky Items), less any amount that the Town may appropriate for that year to defray Solid Waste/Recyclable Materials Collection costs, less any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events, (b) divided by the total number of residential units covered by the contract, OR in the alternative,
- (ii) the Board of Selectmen may adopt a “pay as you throw” fee calculated to defray the total contract cost for the fiscal year (excluding costs for Bulky Items), less any amount that the Town may appropriate for that year to defray Solid Waste/Recyclable Materials Collection costs, less any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events.

28) *Will the Town accept a proposal for solid waste and recycling collection less than the 5 year period? With no data to provide to prospective bidders, Contractors assume all the risk, and a contract length of 5 years seems questionable, especially with the 2-3 year extensions. Also, a town meeting vote is required to allow for any duration over 3 years. Would the Town consider the 2-3 years extensions mutually agreeable extensions? Also, what would happen is the Town meeting only approved a three year contract? This would have an impact on the provision of toters and recycling bins.*

Answer: The Town will not accept a proposal for solid waste and recycling collection less than the 5 year period, with two three-year options, at the Town's option.

Pursuant to Article 11 of the 11/28/90 Special Town Meeting, the Town Manager is authorized to enter into contracts for terms exceeding three years, as provided in c. 30B. The Town intends to seek Town Meeting specific approval for the proposed Bylaw, any necessary first-year appropriation, and subsequent appropriations as they arise..

The Town will not consider the two three-year extensions to be "mutually agreeable" extensions. The extensions shall be at the Town's option.

Depending on the actions of the Town Meeting on any articles relating to the proposed contract and/or the proposed Bylaw, the Town would consider its options (e.g. rejecting all offers; re-issuing a modified RFP; negotiating with one or more proposers; or other options).

29) *Last Page of Contract states a 90-day shut-off policy. Today, a general term for commercial and subscription customers is 60 days, due to the high costs for disposal. Can this be reduced to a maximum of 60 days?*

Answer: The question refers to the last page of the proposed Bylaw (Exhibit 9, Section H.8). Before the Bylaw is submitted to Town Meeting, the Town is willing to change "90" to "60" wherever it appears in Section H.8 of the Bylaw.

30) *Due to the amount of information required in this RFP response, would the Town consider extending the due date past the current January 6, 2005 deadline?*

Answer: No.

RESPONSES TO QUESTIONS FROM FCR IN 12/1/04 EMAIL

By email dated 12/1/04, FCR, a division of Casella Waste, which operates 2 MRFs in Massachusetts, one in Auburn and one in Charlestown, posed the following [paraphrased] question to which the Town provides the following answer:

Q: FCR is seeking to contract with the town of Acton directly to purchase your recyclable materials. The RFP specifies that the hauler providing the curbside service would own the recyclables collected. FCR asks if at this point in the process there is any opportunity for FCR to present a proposal to do business with the town directly. As it stands now, the hauler that provides the curbside service would bring the recyclables wherever they want to and would pocket the rebates for themselves. If Acton were to contract with FCR, the hauler providing the curbside service would be required by the town to bring the recyclables into one of our facilities and we would send the town a check every month for the rebate monies. FCR can also provide the recycling collection if you want us to. It makes no difference to us as long as we receive the material.

Answer: It is the Town's intention, as stated in the RFP, to award all services (solid waste and recycling) under the Curbside Collection RFP to one Proposer; however, the Town may choose to contract with more than one Proposer if the Town deems it to be in the Town's best interests. The Town will review responsive proposals and make a determination based on the criteria set forth in the RFP.

**PROPOSER DATA FORM
FIVE-YEAR BASE CONTRACT
WITH TWOTHREE-YEAR OPTIONS**

TOWN OF ACTON
Town Offices
472 Main Street
Acton, Massachusetts 01720

1. Name of Person or Business Submitting Proposal:

Address:

2. Please check off one of the following:

() If a corporation, State of Incorporation:

() If a partnership, names of partners:

() Individual

() Other: _____

The Proposer shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following work for the following annualized prices for each of the items listed and as further specified in the Town's RFP:

- "Curbside Solid Waste Collection" shall mean the weekly curbside collection, hauling, and disposal of solid wastes from one-, two-, and three-family residences as further specified in the Town's RFP and the Thirteen (13) weeks of curbside collection, hauling, and unloading of leaf and yard waste and Christmas Trees

from one-, two-, and three-family residences as further specified in the Town's RFP; and

- "Curbside Recyclables Collection" shall mean the weekly curbside collection, hauling, processing and marketing or disposal of recyclables from one-, two-, and three-family residences.

These prices shall remain in effect for the time period from September 1, 2005 to August 31, 2016 as applicable.

The Proposer acknowledges receipt of the following Addenda to the Request for Proposals:

- Addendum No. ____ dated _____, 2004
- Addendum No. ____ dated _____, 2004
- Addendum No. ____ dated _____, 2004

Is This Proposal Contingent Upon Leasing the Transfer Station – Yes/No _____

Price Proposal:

Contract Year	Curbside Solid Waste Collection	Curbside Recyclables Collection	Total
9/1/05-8/31/06			
9/1/06-8/31/07			
9/1/07-8/31/08			
9/1/08-8/31/09			
9/1/09-8/31/10			
Sub-Total Years 1-5			
First Renewal Term			
9/1/10-8/31/11			
9/1/11-8/31/12			
9/1/12-8/31/13			
Sub-Total Years 6-8			

Second Renewal Term			
9/1/13-8/31/14			
9/1/14-8/31/15			
9/1/15-8/31/16			
Sub-Total Years 9-11			
Total Years 1-11			

Adjustments to Price Proposal for Alternates Described in RFP:

Contract Year	Alternate No. 1A Add/Subtract	Alternate No. 1B Add/Subtract	Alternate No. 2 Add/Subtract
9/1/05-8/31/06			
9/1/06-8/31/07			
9/1/07-8/31/08			
9/1/08-8/31/09			
9/1/09-8/31/10			
Sub-Total Years 1-5			
First Renewal Term			
9/1/10-8/31/11			
9/1/11-8/31/12			
9/1/12-8/31/13			
Sub-Total Years 6-8			
Second Renewal Term			

9/1/13-8/31/14			
9/1/14-8/31/15			
9/1/15-8/31/16			
Sub-Total Years 9-11			
Total Years 1-11			

Price List for On-Call Bulky Item Pick-up

ITEM	Price per Item Years 1-5	Price per Item Years 6-8	Price per Item Years 9-11
Refrigerator			
Sofa/Loveseat/Chair/Ottoman			
Mattress/Boxspring			
Stove/Oven/Dishwasher			
Carpet Roll			
Air Conditioner			
Tire			
Other Large Furniture Items			
Cathode Ray Tubes and TV			

In connection with its proposal for curbside recyclables collection, the Proposer shall supply one recycling container per residential household unit free of charge. The Proposer proposes to charge the following fee (if any) for each additional or replacement recycling container provided to a residential household unit: _____ per container.

In connection with its proposal for curbside solid waste collection, the Proposer shall supply one (1) 96-gallon solid waste container as approved by the Director of Public Works to each residential unit free of charge. The Proposer proposes to charge the following fee (if any) for each additional or replacement 96-gallon solid waste container provided to a residential household unit: _____ per container.

The Proposer proposes to charge the following fee (if any) for each additional residential unit above the 5,300 residential household units: _____ per residential unit for solid waste collection services and _____ per residential unit for recycling collection services.

The Proposer acknowledges that Alternates 1B and 2 require it to provide containers that meet the needs of the municipal various buildings and town events. The Proposer has reviewed each alternate, determined what it believes is necessary, and attached to this proposal an itemized list of the size, type and location of containers to be supplied within its price proposal based upon the Proposer's judgment of what is necessary to meet the town's needs in this regard. The Proposer has also attached with its proposal an itemized list of additional containers (not covered by its price proposal) and the amounts proposed to be charged for use of such containers and the applicable interval (e.g. dollars per calendar month).

The undersigned certifies that this proposal shall remain valid and binding for a period of two hundred and seventy (270) days, excluding Saturdays, Sundays, and legal holidays, after the time and date of the submission of the proposal.

The undersigned further certifies that within five (5) days, excluding Saturdays, Sundays, and legal holidays, after the receipt of the Notice of the Award from the Town, the Proposer shall execute and return all copies of the contract and all other applicable documents.

Signature

Name of Person Signing

Title

Name of Business

Address

Federal Identification Number

CERTIFICATE OF PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. C.62C, §49A, I, _____

herby certify under the pains and penalties of perjury that _____

(Contractor”) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, has filed all state tax returns and paid all State taxes required under law, has complied with all Massachusetts laws relating to tax reporting as to employees and contractors, and has complied with all Massachusetts laws relating to withholding and remitting of taxes, and has paid all Massachusetts state taxes required under law.

Date

Signature of Authorized
Representative Contractor

Social Security Number
or Federal Identification Number

Title

CERTIFIED RESOLUTION

I, _____, the duly elected Secretary of
(Name)
_____, a corporation organized and existing under
the _____
(Corporate Title)
laws of the State of _____, do hereby certify that
the following Resolution was unanimously adopted and passed by a quorum of the Board of
Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the
said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)"

The duly elected _____ of _____
(Title of Officer) (Corporate Title)
be and is hereby authorized to execute and submit a Bid and Bid Bond to the Town of Acton,
Massachusetts for:

and such other instruments in writing as may be necessary on behalf of the said corporation; and
that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the
said corporation as its own acts and deeds. The secretary shall certify the names and signatures of
those authorized to act by the foregoing resolution.

The Town of Acton shall be fully protected in relying upon such certification of the secretary and
shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or
damage resulting from or growing out of honoring, the signature of any person so certified or for
refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked
or rescinded.

I further certify that the following are the names, titles and official signatures of those persons
authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____,
20____.

(SEAL)

BY: _____
Secretary

Corporate Title

CERTIFICATE OF NON-COLLUSION

State of _____)

ss.

County of _____)

_____ being first duly sworn,
deposes and says that:

- (1) He is the _____, of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

BY _____

(Title)

On this ___ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and being duly sworn

acknowledged to me that he signed it voluntarily and under oath, on behalf of _____, the Contractor herein.

_____(official signature and seal of notary)

My commission expires _____

**CERTIFICATE OF PRIOR EXPERIENCE
AND
QUALIFICATIONS OF PERSONNEL**

This form is to be completely filled out and signed by the Proposer and must accompany every proposal submitted for the Acton Curbside Collection Contract. Information is to cover the five-year period immediately preceding the date of this certificate.

This information is requested in accordance with Section 11(B)(1) of the Instructions to Bidders. If additional space is needed, please attach additional sheets.

Information herein disclosed will be reviewed and verified to the satisfaction of the Awarding Authority before a contract is awarded. If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to faithfully perform the work, it will reject the bid.

TO THE AWARDING AUTHORITY:

1. This certificate of prior solid waste and recycling experience together with its Proposal is submitted by:

2. The information disclosure on each Attachment hereto, describes prior solid waste and recycling experience of:

A. ____ The above named Proposer.
3. I swear under the pains and penalties of perjury that the answers and statements below, as well as those attached, are true, and that the accompanying bid is in all respects bona fide, and made without collusion or fraud with any other person.

Date

Print Name of Proposer

Business Address

Telephone Number

Signature of Proposer

Addendum No. 3
Town of Acton Request for Proposals
1) Curbside Collection of Solid Wastes and Recyclables;
2) Transfer Station Lease with Mandatory Leasehold Improvements;
3) Acton Business Center

Addendum Date: Dec. 15, 2004

QUESTIONS AND RESPONSES FROM DECEMBER 1, 2004 PRE-PROPOSAL MEETING:

The following is a summary of the Pre-Proposal Conference on December 1, 2004. It is not intended to be a verbatim transcript, and in certain instances responses have been edited for clarity, consistency, or otherwise. In the event of any actual or perceived conflict between any statement made at the conference and the text below, the text of this Addendum shall control. In the event of any actual or perceived conflict between any statement made at the conference and the text of the RFP itself, the text of the RFP shall control.

The responses to questions at the Pre-Proposal Conference and in this Addendum represent a good faith effort to provide information believed to be accurate. However, each prospective contractor is charged with the obligation to perform its own due diligence investigation based, *inter alia*, on a review of historical information pertaining to the Acton landfill and its environs. In that regard, attached to this Addendum is a Summary of various document categories maintained by the Town of Acton and the Department of Environmental Protection regarding the Acton landfill.

Curbside Collection of Solid Wastes and Recyclables

Question: Recycling, is that weekly?

Response: Yes, weekly.

Question: On the permitting process, would (the Town) be a co-applicant? In other words, would the Town go along with us through the process?

Response: The Town will provide such assistance as it deems reasonable during the permitting process.

Comment: There will be an addendum regarding the Town setting up a recycling bylaw. (See Addendum 1.)

Question: On the curbside piece, it looks like (the Town) is asking for a lump sum

based on 5300 residential units, it also talks about increases or declines in that number, is this intended to be just an adjustable lump sum based on the increase or decrease, it's a little vague?

Response: Yes, there will be an adjustment clause; we can negotiate that during the negotiating process after we receive the proposals.

Clarification: In connection with its proposal for curbside collection of solid wastes and recyclables, the Proposer shall propose a per unit fee for each additional residential household unit above the lump sum base bid. Adjustments to the lump sum base bid will be made annually based on the Town Assessor's official count of residential households covered by the collection contract. See Addendum 2, Revised Proposer Data Form.

Question: If you have two different contractors for curbside collection and operating the transfer station, would residents still be able to use the transfer station.

Response: No, the intent is that residents will not have access to the transfer station if the Town contracts for curbside pick-up.

Question: There is no real container size for the pick-up of waste at municipal buildings.

Response: That is something that will be handled on a case-by-case basis during the negotiation period.

Clarification: Alternates 1B and 2 require the contractor to provide containers that meet the needs of the various buildings and town events. The Contractor shall review each alternate, determine what it believes is necessary, and provide with its proposal an itemized list of the size, type and location of containers to be supplied within its price proposal based upon the Contractor's judgment. The Contractor shall also provide with its proposal an itemized list of additional containers (not covered by its price proposal) and the amounts proposed to be charged for use of such containers and the applicable interval (e.g. dollars per calendar month). The lists will be reviewed, modified and/or approved during contract negotiations.

Question: The Contract also talks about providing containers to the residents. It suggests that the contractor will have to provide these. It does not state a limit as to how many containers each residence may request.

Response: You're talking about the curbside collection containers? The contractor will have to open end supply those to the residents. Each contractor should take that into account.

Clarification: The contractor shall supply two recycling container per residential unit free of charge. The contractor shall specify the fee (if any) it proposes to charge residents for extra containers or replacement containers. See the revised Proposer Data Form attached to Addendum 2.

Question: Regarding construction and demolition (C&D) materials, the proposal states that the separate collection of those materials. How is this going to come into play with possible waste ban compliance?

Response: We would prefer separate collection of C&D materials, such as a homeowner doing a small residential construction project the homeowner would put out C&D in a separate container. If we can keep those separate to meet the waste ban rules, that would be preferable. We are not expecting the contractor to provide a separate container for C&D materials.

Question: Would (the Town) consider just eliminating C&D debris collection? Granted, I'm assuming, that the resident puts it out in a 96 gallon cart, and that's all we are going to collect from, the stuff in the cart.

Response: We are not expecting you to pick out the C&D materials out of the cart. However, if a resident overfills their 96-gallon container and they have a trash bag sitting next to it, we expect you to pick up that trash bag.

Question: So it's really unlimited quantity?

Response: It's unlimited collection at the curbside for each residence.

Question: On the yard waste portion, it places a restriction to collect branches separate from the bagged leaves.

Response: I think that as part of your education program that is required, the contractor will specify how leaves a brush will be collected.

Question: So you are going to make us collect leaf and yard waste separately...its hard for us because we have to have two separate trucks.

Response: There are thirteen (13) weeks that the contractor is required to collect leaf and yard waste separately.

Question: Right, but the Town wants leaf and yard waste separate from branches. That will require two separate trucks.

Response: There is a limit to the size of branches that will be collected, I think it was two inches. They need to be bundled and cut up into three foot lengths. We can talk about, during that thirteen weeks, a day in which we collect branches. We can work something out in that manner. The reason being that the larger branches won't compost in windrows. We have to chip them, therefore we need the larger materials separated.

Question: So it would be appropriate to assume that branches could be collected on separate days?

Response: I think that would be appropriate, but that can be discussed in the negotiation phase.

Question: In one of the alternates, we have to assume that the transfer station is not there and there will be materials that we collect that we have to bring to a drop off area.

Response: Presently what happens is the Town collects all the trash from the town's municipal properties and brings it down to the transfer station. There's an alternate to continue to keep doing that. But if the transfer station is not there, we're asking that the contractor to provide an alternate system that whatever appropriate containers be provided so that we can bring it down to the highway building.

Question: Going back to how to price that, we have no idea what kind of quantity we will face at each of these buildings. Its going to be really difficult to price.

Response: The contractor is looking for a per container charge or a per ton charge for these locations? We will consider tightening that up and providing a schedule of values for each type of container.

Clarification: **Alternates 1B and 2 require the contractor to provide containers that meet the needs of the various buildings and town events. As a clarification to alternate 1B on page 7 of 17, the Town provides the following information:**

The Town estimates that (a) it presently collects 44 cy of uncompacted trash weekly from its municipal buildings, and (b) the Recreation-Cemetery department during the months of May To September collects 15 to 20 cy of uncompacted trash weekly from the parks and cemeteries. Presently all of this trash is brought to the Transfer station for disposal. Trash is collected from all locations 3 times a week. The highway department disposes of approximately 150 tires per year.

The Contractor shall review each alternate, determine what it believes is necessary, and provide with its proposal an itemized list of the size, type and location of containers to be supplied within its price proposal based upon the Contractor's judgment. The Contractor shall also provide with its proposal an itemized list of additional containers (not covered by its price proposal) and the amounts proposed to be charged for use of such containers and the applicable interval (e.g. dollars per calendar month). The lists will be reviewed, modified and/or approved during contract negotiations.

Question: Currently, a portion of the town uses private haulers for curbside collection; will all of these homes switch to the municipally sponsored curbside program?

Response: We are making the assumption that it will be economically beneficial for the residents to switch to the subsidized curbside collection program and not use somebody else.

Question: Do you know what percent of the town uses private haulers?

Response: About half, 50 percent, have private collection.

Comment: There is a box each contractor should check if your curbside collection proposal is contingent upon your proposal for the leasing of the transfer station. Please make sure you indicate if your proposal is contingent on the other RFP.

Transfer Station Lease with Mandatory Leasehold Improvements

Comment: The limit of waste shown on the plans attached to the RFP are approximate, it could vary, up or down. The contractor will be responsible for capping all of the waste on site.

Question: What would you assume to be a reasonable increase on the daily tonnage?

Response: I don't think we have a number in mind. We would be looking at the impact of traffic, and things of that nature. We're looking at residents going there on a Saturday; approximately 1600 residents visit the site on Saturday. Certainly the impact on the overall traffic would be less if you are just pulling out the trailers and bringing in the packers. I think what we would look for is to see what you think is viable for your operations. We are not setting a number.

Clarification: The Town intends to select the Proposal that is deemed most advantageous to the Town in its sole discretion. If the potential adverse impacts of a proposed increased tonnage outweigh (in the

Town's opinion) the benefits of the proposal, the Town reserves the right to reject the proposal. Accordingly, if a Proposer intends to seek an increase in tonnage, the Proposer must disclose that fact and specify the mitigation measures it intends to implement for any adverse impacts related thereto.

Question: Will there be operational hours limitations?

Response: Yes, they are specified in the proposal.

Question: On the conceptual closure plans, did the town have any discussions with DEP?

Response: Not at this time. You bring up a good point, the grades are just a concept that we have come up with to estimate the potential volume. We are looking for you to develop your own plan. That is why we gave you the CAD file. If you want to change that plan, add to it, we put in a height limitation, you can't go up past a certain elevation. Within that height, if you have a different idea that is better suited for your needs, by all means include it in your proposal.

Question: I'm thinking of the DEP restriction on minimum grades?

Response: I think we have it a 3H:1V and 5 percent as shown.

Question: Any wetland issues in the waste delineation?

Response: There are wetlands on the site. The wetlands delineation was not updated for this plan. There are wetlands that surround the landfill. The contractor should take into account wetland impacts in their proposal.

Question: Was your waste delineation based on any hard data, or just a walk around the site?

Response: It was based on the town data over the past 20-years. The town has kept records of where they placed waste in the past. We did not do any current test pits, if that is what you are asking.

Question: Post-closure monitoring, you have the contractor responsible for post-closure monitoring. Is the contractor going to be subject to the conditions of the CSA and CAAA?

Response: The contractor will be responsible for monitoring during the lease, after which monitoring will revert back to the town. Yes, the contractor will be responsible for the CSA and CAAA and any outcome (risk) of those reports. That is the risk borne by the proposer.

Question: Are there bedrock wells out there?

Response: The well information is included in the proposal. No, there are no bedrock wells.

Clarification: See Summary of Document Categories regarding Acton Landfill, below.

Question: Would any proposer be allowed to put in any deep wells or is this it?

Response: Proposers may, at their own expense, subject to submitting a proposed scope of work acceptable to the Town, and subject to execution of an access agreement in a form acceptable to Town Counsel, gain access to the site to conduct due diligence investigations such as survey work and sampling or installation of monitoring wells. Proposers shall notify the town and the DEP of their plans prior to starting the work and provide copies of all results to the Town. All wells will become property of the town. Any damage caused by the proposer will be repaired to the town's satisfaction at no cost to the town.

Question: You reference that the zoning must be changed for other use.

Response: We are now a municipal operation and we are exempt from zoning. The town will work with the proposer to approve any necessary zoning changes for the agreed use. But no zoning change is guaranteed.

Clarification: Any zoning change would require a 2/3 vote of Acton's open Town Meeting and approval of the Attorney General.

Question: Does the town have any recent traffic data?

Response: The town does not, but Mass Highway may have updated traffic data for Route 2.

Question: You mentioned that the proposal has to go through the Board of Health and the Board of Selectmen. Are the Boards favorable to a change in the tonnage?

Response: We have not specifically asked them as of yet.

Question: Does Camp have any estimate of closure costs? Have they given the town any estimate, or just a ballpark estimate using the standard per acre closing cost?

Response: Camp would assume the standard per acre closure cost. We haven't done a detailed cost estimate; we provided the town with a preliminary cost estimate. The Proposer should assume whatever per acre closure cost it considers appropriate.

Question: What is the MEPA status of the site?

Response: We have no MEPA filings for the site. The last upgrade we did, we were under the threshold that required us to go to MEPA.

Question: Has the Town done any work on gas migration? Gas monitoring?

Response: No. But the contractor will be required to conduct such monitoring as part of the closure and in accordance with 310 CMP 19.000. It should be noted that there are residential properties that abut the landfill to the southeast.

Clarification: The Contractor shall comply with all state, federal and local laws and regulations governing this work.

Question: Is there a possibility that an active gas collection system will be required?

Response: It would not be required by NSPS standards, but if it is required, it would be in response to control off-site migration.

Question: Are there any pending actions from the Bureau of Waste Site Cleanup.

Response: No, I don't believe so.

Acton Business Center

Question: Is the RFP limited to the 17+/- acres, what about the 3.4 acre parcel on the opposite side of the access road?

Response: There are deed restrictions on the 3.4 acre parcel. The parcel was given to the town from Mass Highway back when Route 2 was being developed. The restrictions include that all moneys have to go to Mass Highway if it is sold. The landfill is partially located on that parcel, contractors will be responsible to cap the waste on that parcel, but the parcel will revert to the town.

I might add that the contractors present proposals as to what area you would need, and we will look to see to how that fits in with the zoning and present to the town any zoning changes that are necessary...if the committee feels the proposal is the most effective.

Clarification: The DPW Deed to the Town setting forth the restrictions is attached.

Question: Has the town had any discussions with Mass Highway regarding access improvements.

Response: No there has not.

Question: Is there sewer in the area?

Response: There are no sewer lines located at the site; there is an area on the plan where we think an on-site wastewater system could be located. This area has not been tested. It is outside the landfill area.

Clarification: The Town has a sewage treatment plant that services part of the town. The nearest potential connection point is about a mile away at Kelley's Corner. The Town will consider the possibility of a contractor financing the Town's construction of an extension of the main sewer line to reach the landfill site, provided that such an extension meets all Town requirements (design, specification, permitting, bidding, construction, betterment, and sewer privilege fee requirements, etc.) and all DEP permitting requirements. Contractors should include any sewer extension plans in their proposal.

Question: You mention the 3.4 acre parcel, how much of that is included in the land available for development.

Response: We are not including that in the acreage available. The 17+/- acres does not include that parcel. Contractors are responsible for the capping of that parcel, but that parcel will not be included in the business center.

Question: What do you think the sentiments at town meeting will be if you have a commercial real estate application for the site versus ball fields for the site in regard to voting for zoning changes at town meeting?

Response: The committees that will be evaluating this are citizens of the town. I think that if they put forth that they thought this was the best opportunity for the town, I think that it would have the support of the town. But we can never guarantee what town meeting is going to do. But if the committee decides that this is the approach they are going to take, they will have a pretty firm basis for making that decision; however it still does rely on Town Meeting. The people that are making this decision for the town are not sitting in a vacuum, they know the town, and have a sense of what will be supported. If they feel a proposal is economically the best for the town, they will take it forward to Town Meeting.

Question: Is it an open or closed town meeting.

Response: It is an open town meeting.

Comment: Life After NESWC Committee meetings are open.

Question: Looking through the proposed contracts can we take minor exceptions to some of the language and requirements.

Response: You may take minor exception to contract requirements, they may not be accepted by the town, but you can take exceptions.

Question: If a commercial real estate development firm is a private enterprise, why is this contract subject to prevailing wage rates?

Response: The parts of the contract that are related to the municipality e.g., the landfill closure, will be subject to prevailing wage rates. Exclusively private functions may or may not be subject to the wage rates. If the contractor believes that all or any part of its proposed work is not subject to the prevailing wage rates, it should so state in its response and should provide all applicable legal authority which it considers pertinent on that point. The Town will consider that authority and make a determination as to the applicability of prevailing wage rates in its award letter. In the absence of a determination by the Town to the contrary, prevailing wage rates shall apply.

Summary of Document Categories regarding Acton Landfill

The Town of Acton and the Massachusetts Department of Environmental Protection maintain various documents concerning the so-called Forest Road Sanitary Landfill off Route 2A in Acton, MA (the ALandfill@). The Town makes no representation as to the accuracy of these documents or that this is a complete listing of all documents that may now be or ever have been in the files of the Town or DEP concerning the Landfill. The Town provides this list solely as a courtesy to any prospective bidders who may want to request permission to review any of the documents listed below from the appropriate custodian at the Town or the DEP.

DEP DOCUMENTS

DEP=s Central Regional Office in Worcester, MA, maintains documents in the following categories concerning the Landfill:

- Acton L.F. Correspondence 9/84 - 2/97
- Acton L.F. Additional Correspondence
- Acton L.F. Compliance GW/SW Self Monitoring 1985-1989
- Acton L.F. Compliance GW/SW Self Monitoring Reports 1990-
- Acton L.F. Compliance Enforcement Nov/Non/Order/Pan
- Acton L.F. Compliance Consultant Inspection Reports
- Acton L.F. Compliance DEP Inspection Reports
- Acton L.F. Permitting Hydrogeo/ISA/CSA/CAA
- Acton L.F. Permitting, Landfill Permitting
- Acton L.F. General Landfill Info. 1970-1979
- Acton L.F. General Landfill Info. 1980-1989
- Acton L.F. General L.F. Info. 1990-

- Forest Road Landfill, Acton, MA, Hydrogeology and Monitoring System Operation, Jan. 1986
- Operating Procedures for the Town of Acton Solid Waste Transfer Station, 2/1/83

TOWN OF ACTON DOCUMENTS

The Town of Acton maintains documents in the following categories concerning the Landfill, some of which may be privileged or which may not be public records:

I. ENGINEERING DEPARTMENT

A. Folder name: Forest Road Landfill 1975 - 1992

- X Chronology (1927 - 1992)
- X Contour plans
- X Outline of correspondence regarding closure of the sanitary landfill, in chronological order
- X 6/22/1992 - Closure plan proposal, letter to DEP
- X Communications with DEP re: closure, inter-departmental communications
- X 6 month status reports to DEP (1984, 1985) re: landfill operation, number of cells used, etc.
- X 1985 - Closure plan
- X Notes on procedures for operation of landfill
- X Notes on amounts of trash received at the landfill
- X Brush disposal policy
- X 1980 - Test wells
- X List of refuse sources (i.e., residential/commercial, etc.)
- X Daily operations notes
- X 1976 - Initial Approval of landfill
- X Deed to Town of property for landfill
- X 1970 - Burning dump correspondence

- X Plans for landfill extension - 1980, 1984
- X DEP Regulations for disposal of solid waste by sanitary landfill

1. Subfolder name: **Landfill Closure 1985**

- X information on Superfund sites
- X Closure budgets

2. Subfolder name: **Recycling center**

- X documents related to recycling center

B. Folder name: **Landfill Closure General Info.**

- X Literature on landfills from trade publication, service providers
- X Copies of general info from state, grant applications
- X Copies of Federal regulations for landfills
- X Closure report from Marlborough landfill

C. Folder name: **Forest Road Landfill Consultants 1998**

- X Proposals from different consultants re: closure of landfill (not implemented by Town at the time)

D. Folder name: **Solid Waste Reports - EKD 1980's**

- X 1984 notes on what the Town should do re: the Town=s solid waste disposal practices (expansion vs. transfer station, other sites for landfill, etc.)
- X Correspondence on rate of fill, number of cells, expected date of closure
- X 6 Month reports to DEQE
- X Report: Solid Waste Disposal, January 1985 - July 1986, lists different options for

disposal of wastes (expansion of landfill,
transfer station, etc.)

- X Town=s response to Water District
Comments on Acton Landfill
- X Reports on waste disposal practices of other
towns
- X 1973 Report on suitable sites for a sanitary
landfill
- X 1975 Report on analysis of selected solid
waste disposal alternatives

**E. Folder name: Forest Road Landfill Reports by
Engineering Firms**

- X Acton Landfill Study, GZA, June 1982 -
results of study to assess potential effects of
landfill on area=s groundwater
- X Proposal for a Groundwater Monitoring
System at the Forest Road Sanitary Landfill,
March 15, 1984, Richard M. Cadwagon
(proposal only)
- X Forest Road Landfill, Acton, MA
Hydrogeology and Monitoring System
Operation, 14 January 1986, Richard M.
Cadwagon

F. Folder name: Landfill 1991 Investigation

- X 1995 - EPA CERCLA site investigation
- X DEP correspondence re: closure of landfill
- X 1991 - Correspondence from Town Counsel
- X EPA Expanded Site Inspection, general
guidelines for landfills
- X 1991 - Correspondence w/EPA re inspection
of landfill

G. Folder name: Landfill Closure 1992 - Forest Road

- X 3/10/99 - RFP for completion of an initial site assessment at the Acton Landfill
- X 1991 - Correspondence re: cost of new cap
- X General guidance materials from DEP on landfills
- X 3/2/98 - Cost estimate of closure
- X Correspondence from Town Counsel
- X 1/28/92 - Outline of closure steps
- X News articles re: new Regs. for landfills
- X Information on free clay capping material from Central Artery
- X Correspondence with Town Counsel
- X May 1990 - RFP for professional engineering services for the Forest Road Landfill Closure

H. Folder name: Landfill Closure Weston Trip Report

- X 9/17/99 - Correspondence from EPA (landfill not on NPL)
- X 4/16/96 - Weston - Final Site Inspection Prioritization (SIP) Report on Acton Landfill
- X 1996 - Correspondence from Town Counsel
- X Town comments on Weston Report
- X 11/3/95 - EPA Region/Superfund Program TRIP Report
- X Charts showing VOC=s and other pollutants from July 1985 - May 1995 in monitoring wells
- X EPA survey 1992 - Waste Treatment Industry Phase II: Landfills, 1992 screener survey

I. Folder name: DEP Landfill Training Manual

- X DEP technical guidance manual - 1991
- X DEP Landfill assessment and closure training manual
- X DEP Financial assurance requirements guidance documents
- X DEP Permitting guidance 1991
- X DEP Regs.

J. Folder name: Private Capping Proposals 1993

- X Proposals only (not implemented by Town)

K. Folder name: Boston Blue Clay / CA/T Project Info

- X 7/5/94 - Correspondence from DEP re: eligibility to receive clay from Central Artery/Tunnel
- X Correspondence from Mass Highway re: grading material and capping of landfill with clay
- X 10/24/95 - Applications for clay for capping and financial assistance program

L. Folder name: Forest Road Landfill Topo - 1996 - 1997

- X Topographic mapping of landfill - aerial photos, coordinates, 1997 topo mapping proposal
- X Plan showing location of wells and samples
- X Plan of area 1971
- X Price quote on topo mapping
- X Letters to topo companies

M. Folder name: Clay Delivery - CA/T

Walsh/O=Connell

- X 1/27/98 - Contract with Walsh O=Connell re: clay delivery
- X Correspondence with Walsh O=Connell (1999, 2000) (23,944 cubic yards of clay received as of 2/2/00)
- X DEP - Material Shipping Record Log for clay delivery
- X Correspondence re: contract 1998
- X Approved stockpile plan for clay
- X Phase I application and approval of clay
- X Phase II application and approval of clay

**N. Folder name: Clay Tests and Shipping Logs
Walsh/O=Connell - 1999**

- X DEP Material shipping records and logs (by load #) for clay to the landfill
- X GZA letter 7/22/99 re: sampling and testing of soil for use in capping of landfill
- X GZA letter 9/2/99 re: sampling and testing of soil for use in capping of landfill
- X Clay test results

O. Folder name: CA/T Clay, Modern Continental 2000

- X Correspondence, tests

P. Folder name: Jackson Land

- X 1996 - Correspondence with town, Mass Highway and Jacksons re: transfer of land
- X Plans of Jackson parcel, deed

Q. Folder name: Bursaw Land Purchase

- X Diagrams - 1972
- X Descriptions for deed
- X Order of taking
- X Appraisal 1969
- X Lease with Bursaws 1968

II. ENGINEERING DEPARTMENT

A. Folder name: Well Monitoring Project

- X Laboratory price lists and general information (1990's)
- X 7/25/84 - Monitoring contract with Richard Cadwagon
- X Invoices for monitoring
- X Correspondence re: monitoring and sampling, (1985, 1986)
- X Well elevations
- X Correspondence re: well installations
- X Testing results
- X Invitations for bids for chemical analysis of water samples
- X 1984 - RFP for groundwater monitoring program

B. Folder name: Results of Analyses 1985 -

- X Results of analyses of groundwater samples 1985 - 2004, sent to DEP, including test results
- X Field data sheets (1980's)

C. Folder name: Acton Landfill Groundwater Survey -

Acton Engineering

- X 1991 - Acton sanitary landfill, Five Year Groundwater Quality Survey, Acton Engineering Dept., with tables

D. Folder name: Forest Road Landfill Well Monitoring Program

(Green binder)

- X Test reports 1985 - 2001
- X Test reports pre-1985
- X Test reports for metals
- X Test reports for total dissolved solids
- X Test reports for VOA (EPA 601)
- X Test reports for VOA (EPA 602)
- X Test reports for PCB=s
- X Sample rounds
- X Reference material

E. Folder name: Bids and Contracts 1985 - 1992

- X 4/10/96 Letter from Alan P. Stevens saying he was recently convicted of fraud and some test results performed by him for the Town may have been inadequate
- X Bids and contracts for well testing (1985 - 1992)
- X Bids and contracts for well testing (1993 - 2004)

III. ENGINEERING DEPARTMENT, Large plans in drawer

approximately 100-120 pages of oversized plans)

- X Final closure plan 1985

- X Topographical plans/contour plans (1976 - 1986)
- X Initial plans - 1976
- X Well plans 1985
- X Clay stockpile plan 1994
- X Landfill extension plans (for lifts) 1980/81
- X Cross sections of landfill being filled
- X Landfill extension plan 2 (1984)

IV. BOARD OF HEALTH

- X 9/2/99 Memo: re: MSCA Review and Recommendations for landfill. DEP recommends status of NFRAP by EPA
- X 9/17/99 - Correspondence with EPA
- X DEP general guidelines for closure activities at unlined landfill sites
- X Acton Highway Dept. septic pumping reports
- X Correspondence re: transfer station
- X Permit for transfer station
- X Information on recycling

QUITCLAIM DEED

64-75

The Commonwealth of Massachusetts, acting by and through the Division of Capital Planning and Operations and the Department of Public Works, and pursuant to the provisions of Sections 40E - 40J, inclusive, of Chapter Seven, and Section 7E of Chapter 81 of the Massachusetts General Laws ("Grantor") for nominal consideration grants to the Town of Acton, a Massachusetts municipal corporation with an address of P.O. Box 236, Acton, Massachusetts, 01720 ("Grantee") with Quitclaim Covenants, the land in Acton, Middlesex County, Massachusetts, bounded and described as follows:

A certain parcel of vacant land situated in Acton, Middlesex County, Massachusetts, and being shown as "Commonwealth of Massachusetts, Department of Public Works 6.52 acres" and "Commonwealth of Massachusetts, Department of Public Works 1.82 acres" on a plan entitled "Plan of Land in Acton, Mass." dated October 21, 1971, prepared by the Town of Acton Engineering Department and recorded in the Middlesex South District Registry of Deeds in Book 12165, Page 37, said property is bounded and described as follows:

SOUTHERLY By the sideline of Route 2 (State Layout of 1950) as shown on said plan, by two courses measuring 126.66 feet and 308.34 feet, respectively;

WESTERLY By land formerly of James P. and Marion S. Edney as shown on said plan, but now of the Town of Acton, 716.57 feet; then again;

WESTERLY By land of the Town of Acton by four courses, as shown on said plan, measuring 64.23, 84.57, 32.98, 33.27 feet, respectively;

NORTHWESTERLY By land of the Town of Acton, as shown on said plan, 108.93 feet;

NORTHERLY By an unnamed abutter, as shown on said plan, 216.53 feet;

EASTERLY By land of the Town of Acton, as shown on said plan, by two courses measuring 531.25 and 534.54 feet, respectively.

Containing a total 8.34 acres, according to said plan.

For Grantor's title, see deed from Esther L. Dowd and Helen M. Barrows dated May 1, 1951, and recorded with Middlesex South Registry of Deeds at Book 7738, Page 181.

Said property is conveyed subject to the following restrictions:

USE: By acceptance of this deed the Grantee agrees to permit the use of the parcel for public purposes of the Town of Acton only; the Grantee further agrees that, in the event it should transfer ownership to the private sector for private purposes, the Town will remit any monetary consideration received by the Town, on account of said transfer, to the Grantor.

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ENGINEERING	B

Property Address: Vacant land in Acton, MA
Grantee Address: P. O. Box 236, Acton, MA

-2-

SURFACE WATER: By acceptance of this deed the Grantee agrees that it will not direct surface water from the parcel onto Route 2, as such highway is presently laid out, and the Grantor reserves unto itself the right to direct water from said Route 2 onto the parcel, subject to reasonable redirection by the Grantor, with the approval of the Town, acting by its Board of Selectmen.

ACCESS: By acceptance of this deed the Grantee agrees that, during its period of ownership, there will be no permanent direct access from the parcel onto Route 2, as presently laid out.

In witness, whereof, the Commonwealth of Massachusetts has caused these presents to be signed, sealed, acknowledged and delivered in its name and on its behalf by Jane F. Garvey, Ellen M. DiGeronimo,
Esther H. Francis,
_____, being a majority of the Public Works Commission of the Department of Public Works, this thirtieth
day of June, 1989.

Commonwealth of Massachusetts
Department of Public Works

Jane F. Garvey
Ellen M. DiGeronimo
Esther H. Francis

Suffolk, ss

Boston June 30, 1989

Then personally appeared the above-named Jane F. Garvey,Ellen M. DiGeronimo, Esther H. Francis,

_____, members of the Public Works Commission and Associate
Commissioners of the Department of Public Works, and acknowledged the foregoing
instrument to be the free act and deed of the Commonwealth of Massachusetts,
before me.

Martin J. Corrado
Notary Public

My Commission expires 1-30-92

Approved:

The undersigned certifies under the penalties of perjury that I have fully
complied with the provisions of Section 40F¹ of Chapter Seven of the General
Laws in connection with the property described herein.

John F. Bradshaw
John F. Bradshaw
Associate Deputy Commissioner
Division of Capital Planning
and Operations

Approval:

I, Michael S. Dukakis, Governor of the Commonwealth of Massachusetts,
approve this grant in accordance with the provision of Section 7E of Chapter 81
of the General Laws.

Michael S. Dukakis
Michael S. Dukakis

Approved as to form:

Robert A. Quinn
Assistant Attorney General

Pursuant to the provisions of Section One of Chapter 64D of the General Laws
(Ter. Ed.) as amended by Chapter 198 of the Acts of 1978, no excise stamps are
affixed hereto.

Addendum No. 4
Town of Acton Request for Proposals
1) Curbside Collection of Solid Wastes and Recyclables;
2) Transfer Station Lease with Mandatory Leasehold Improvements;
3) Acton Business Center

Addendum Date: Dec. 15, 2004

The proposal submission deadline for each of the above Requests for Proposals is hereby extended to read as follows:

One original and five (5) copies of the "Proposal" must be submitted to the Don P. Johnson, Town Manager, Town Hall, 472 Main Street, Acton, MA, 01720 no later than January 20, 2005, at 3:00 p.m. prevailing time.